

Berkley Life and Health Insurance Company

Urbandale, Iowa

Underwriting Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690

A Berkley Company

Blanket Accident Policy

Policyholder: Marshfield Clinic Health System, Inc.

Policy Number: BTA L01900053701

Effective Date: October 1, 2018

State of Issue: Wisconsin

This Policy is a legal contract between the Policyholder and **Berkley Life and Health Insurance Company** (herein referenced as "the Company"). The Company agrees to provide insurance to the Policyholder, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in this Policy.

This Policy and the coverage provided by it become effective at 12:01 A.M. at the address of the Policyholder on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in this Policy.

This Policy is governed by the laws of the state where it was delivered.

Signed for the Company:



President



Secretary

**THIS IS A BLANKET ACCIDENT INSURANCE POLICY.
THE POLICY DOES NOT PAY BENEFITS FOR LOSSES CAUSED BY SICKNESS.
THIS IS A LIMITED POLICY.
PLEASE READ THE POLICY CAREFULLY.**

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SCHEDULE OF BENEFITS

POLICYHOLDER: Marshfield Clinic Health System, Inc.

POLICY EFFECTIVE DATE: October 1, 2018

POLICY NUMBER: BTA L01900053701

PREMIUM DUE DATE: On or before the Policy Effective Date and subsequently on the renewal date if the policy is renewed for an additional term

POLICY PERIOD: October 1, 2018 through January 1, 2022

CLASSES OF ELIGIBLE PERSONS:

A person may be covered only under one Class of Eligible Persons even though he or she may be eligible under more than one class. Also, a person may not be covered as a Dependent and a Covered Person at the same time.

- Class 1 Each active, full-time and part-time Physician, Executive Vice President, Chief Executive Officer and PhD employee; whose personnel class is described as Physician Class A, Physician Associate or Group 1 by the Policyholder.
- Class 2 Each active, full-time and part-time Masters Level Professional and Upper Management employee; whose personnel class is described as Administration, Group IA or Executive Administration by the Policyholder.
- Class 3 Each active, full-time and part-time Resident, and other professional and entry level to middle management employee; whose personnel class is described as Resident; Group II or Group IIIH by the Policyholder.
- Class 4 Each active, full-time and part-time non-exempt (as defined by the Fair Labor Standards Act, as amended) employee; whose personnel class is described as Group III or non Benefits by the Policyholder.
- Class 5 All Active Employee Physicians who are designated as members of the Policyholders' outreach team and their assistants while accompanying those physicians on outreach trips.
- Class 6 All Active Employees who are participating in LifeLink air ambulance flights for the Policyholder.
- Class 7 The eligible spouse traveling on Policyholder approved business or relocation with a Class 1, 2, 3 or 4 Covered Person.
- Class 8 The eligible Dependent child(ren) traveling on Policyholder approved business or relocation with a Class 1, 2, 3 or 4 Covered Person.

PREMIUM: \$ 140,226.00

AGGREGATE LIMIT OF LIABILITY:

Benefit Maximum \$11,000,000
Applies During per Aircraft Accident
Applies To Accidental Death & Dismemberment benefits only

HAZARDS INSURED AGAINST:

<u>Class</u>	<u>Description of Hazard</u>
Classes 1, 2, 3, 4, 5, 6, 7 &8	24 Hour Coverage While Traveling on Business Away From The Premises Of The Policyholder Owned, Leased or Operated Aircraft Covered

Covered Activity(ies): Class 5: Coverage is extended to include commuting during outreach trips as participants on the Policyholder’s Outreach Team.

Class 6: Coverage is extended to include commuting during LifeLink air ambulance flights.

“Commuting” means regular travel between the Covered Person’s home and regular place of work.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

Class 1 Principal Sum:	\$300,000
Class 2 Principal Sum:	\$200,000
Class 3 Principal Sum:	\$150,000
Class 4 Principal Sum:	\$100,000
Class 5 Principal Sum:	\$1,000,000
Class 6 Principal Sum:	\$1,000,000
Class 7 Principal Sum:	\$75,000
Class 8 Principal Sum:	\$25,000
Time Period for Loss:	365 days
Age-based Reductions:	None

ADDITIONAL ACCIDENT BENEFITS

Any benefits payable under these Additional Accident Benefits shown below are paid in addition to any Accidental Death and Dismemberment benefits payable, unless otherwise excluded or indicated under the terms, conditions, and exclusions of this Policy.

Bereavement and Trauma Counseling Benefit

Benefit Amount	\$150 per session
Maximum Number of Sessions	10 sessions
Maximum Benefit Per Covered Accident	\$1,500

Coma Benefit

1% of the Principal Sum for the first 11 months; lump sum up to 100% of Principal Sum for the 12th month

Emergency Medical Evacuation Benefit

Maximum Benefit Up to 100% of Usual and Customary Charges

Home Alteration and Vehicle Modification Benefit

10% of the Principal Sum subject to a maximum of \$25,000

Loss of Use Benefit

<u>Loss of:</u>	<u>Benefits</u> <u>(Percentage of Principal Sum):</u>
Use of Both Arms and Both Legs	100%
Use of Both Arms or Both Legs	75%
Use of One Arm and One Leg	75%
Use of Both Hands or Both Feet	75%
Use of One Hand and One Foot	75%
Use of One Arm or One Leg	25%
Use of One Hand or One Foot	25%

Rehabilitation Expense Benefit

Benefit per Covered Accident 10% of the Principal Sum, subject to a maximum of \$25,000

Repatriation Benefit

Maximum Benefit Up to 100% of Usual and Customary Charges

Safety Device Benefit

Seat Belt: 10% of the Principal Sum up to a maximum of \$50,000

Air Bag: 10% of the Principal Sum up to a maximum of \$50,000

Severe Burn Benefit

Severe Burn of at least:

75% of the body
50% of the body
25% of the body

Benefit:
(Percentage of Principal Sum)
100%
50%
25%

DEFINITIONS

The male pronoun includes the female whenever used.

For the purposes of this Policy the capitalized terms used herein are defined as follows:

ACCIDENT means a sudden, unexpected event that results in Injury to the Covered Person.

BENEFIT PERIOD means the period of time, as stated on the Schedule of Benefits, between the date of the Accident causing the Injury for which benefits are payable and the date after which no further benefits will be paid.

CHILD means the Covered Person's natural child, adopted child (or child placed in the Covered Person's home for purposes of adoption), foster child, stepchild, or other child for whom the Covered Person has legal guardianship (proof will be required). A child must reside with the Covered Person in a parent-child relationship and be eligible to be claimed as an exemption on the Covered Person's federal income tax return. NOTE: In the event the Covered Person shares physical custody of the child with another parent, the requirement that the child reside with the Covered Person will be waived.

COVERED ACCIDENT means an Accident that occurs while coverage is in force for a Covered Person and results in a Covered Loss for which benefits are payable.

COVERED LOSS or COVERED LOSSES means an accidental death, dismemberment or other Injury covered under this Policy and indicated on the Schedule of Covered Losses.

COVERED PERSON means an eligible person who is within the covered class(es) listed in the Policy and for whom the required premium is paid when due.

HOSPITAL means an institution that:

- 1) operates as a Hospital pursuant to law for the care, treatment and providing in-patient services for sick or injured persons;
- 2) provides 24-hour nursing service by registered nurses on duty or call;
- 3) has a staff of one or more licensed Physicians available at all times;
- 4) provides organized facilities for diagnosis, treatment and surgery, either
 - a) on its premises; or
 - b) in facilities available to it, on a pre-arranged basis;
- 5) is not primarily a nursing care facility, rest home, convalescent home or similar establishment, or any separate ward, wing or section of a Hospital used as such; and
- 6) is not a place for drug addicts, alcoholics or the aged.

We will not deny a claim for services solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability, and the Hospital is accredited by any one of the following:

- 1) the Joint Commission of Accreditation of Hospitals; or
- 2) the American Osteopathic Association; or
- 3) the Commission on the Accreditation of Rehabilitative Facilities.

IMMEDIATE FAMILY means the Covered Person's parent, grandparent, spouse, child(ren) (includes legally adopted or step child(ren)), brother, sister, step-child(ren), grandchild(ren), or in-laws.

INJURY means bodily injury caused by the direct result of an accident occurring while the Policy is in force as to the person whose injury is the basis of the claim which results, directly and independently of all other causes, in a Covered Loss.

PHYSICIAN means a person who is a qualified practitioner of the healing arts, including a chiropractor and a dental practitioner. As such, he or she must be acting within the scope of his/her license under the laws in the state in which he or she practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a Covered Person, a Covered Person's spouse, son, daughter, father, mother, brother or sister or other relative.

USUAL AND CUSTOMARY CHARGES means the average amount charged by most providers for treatment, service or supplies in the geographic area where the treatment, service or supply is provided.

WE, OUR, US means **Berkley Life and Health Insurance Company** underwriting this insurance.

YOU, YOUR, YOURS, HE or SHE means the Covered Person who meets the eligibility requirements of the Policy and whose insurance under the Policy is in force.

ELIGIBILITY FOR INSURANCE

If the Covered Person is in one of the Classes of Eligible Persons shown on the Policy Schedule of Benefits, he or she is eligible to be covered on the Policy Effective Date. We retain the right to investigate eligibility status and attendance records to verify eligibility requirements are met. If We discover the eligibility requirements are not met, Our only obligation is to refund any premium paid for that person.

EFFECTIVE DATE OF INSURANCE

Policy Effective Date This Policy begins on the Policy Effective Date shown in the Schedule of Benefits at 12:01 A.M. at the address of the Policyholder.

Covered Person's Effective Date

A Covered Person's coverage under this Policy begins on the later of:

- 1) the Policy Effective Date; or
- 2) the date such person becomes eligible, subject to any required waiting period, as described in the Schedule of Benefits.

TERMINATION DATE OF INSURANCE

Policy Termination Date

Termination takes effect at 12:01 A.M. time at the address of the Policyholder on the date of termination. Termination by the Policyholder or by the Company will be without prejudice to any claims originating prior to the date of termination.

This Policy terminates automatically on the earlier of:

- 1) The Policy Termination Date shown in this Policy; or
- 2) The premium due date if premiums are not paid when due subject to any grace period.

Failure by the Policyholder to pay all required premiums due by the last day of the grace period shall be deemed notice by the Policyholder to the Company to terminate this Policy on the last day of the period for which premiums have been paid.

This Policy may be terminated by the Policyholder or the Company as of any premium due date or Policy Renewal Date by giving written notice to the other at least 31 days prior to such date.

The Policyholder and the Company may terminate this Policy at any time by written mutual consent.

If premiums have been paid beyond the termination date, the Company will refund the excess; or if premiums have been paid short of the termination date, the Policyholder will owe the Company the difference.

Covered Person's Termination Date

A Covered Person's coverage under this Policy ends on the earliest of:

- 1) The date this Policy terminates;
- 2) The date the Covered Person requests, in writing, that his/her coverage be terminated;
- 3) The date the Covered Person enters full-time active duty in the armed forces of any country or international authority;
- 4) The date the Covered Person ceases to be eligible as described in the Policy provided all required premiums are paid; or
- 5) The last day of the period for which premiums have been paid.

PREMIUMS

The Company provides insurance in return for premium payments. The premium shown in the Schedule of Benefits is payable to the Company in the manner described and is based on rates currently in force, the plan, and the amount of insurance in force. Premium is due on the Policy Effective Date.

The Company has the right to rely upon the accuracy of the Policyholder's calculations and to require the Policyholder to furnish a census from time to time but not more than once in a 12-month period. If, at any time, it is determined that additional premium or a premium credit is due, the Policyholder will pay the additional premium or apply the premium credit at the next premium due date.

If any premium payment is not paid when due, the Policy will be cancelled as of the premium due date.

Changes in Premium Rate

The Company may change the premium rates from time to time with at least 31 days advanced written or authorized electronic notice. No change in rates will be made until 39 months after the Policy Effective Date. An increase in rates will not be made more than once in a 39 month period. However, the Company reserves the right to change rates at any time if any of the following events occur:

- 1) A change in the terms of the Policy.
- 2) A subsidiary, division, affiliated organization or eligible class is added or deleted to the Policy.
- 3) A change in any federal or state law or regulation affecting this Policy and our benefit obligation.
- 4) A misrepresentation in the information relied on in establishing the rate for this Policy.

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a prorated adjustment will apply from the date of the change to the next Premium Due Date.

Grace Period

After the payment of the first premium, this Policy will have a 31 day grace period. This means that if premium is not paid on or before the date it is due, it may be paid during the 31 day grace period. During this time, this Policy will stay in force provided the Policyholder pays all the premiums due by the last day of the grace period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the grace period.

Reinstatement

The Policy may be reinstated within 31 days of lapse if it is lapsed for nonpayment of premium, if the Policyholder submits written application to the Company, the Company accepts the application and the Policyholder makes payment of all overdue premiums.

HAZARDS INSURED AGAINST

We will pay benefits described in this Policy when a Covered Person suffers a Covered Loss or Injury as a result of a Covered Accident. Unless otherwise specified, We pay benefits only once for any one Covered Accident, even if it is covered by more than one Hazard.

24 HOUR COVERAGE WHILE TRAVELING ON BUSINESS AWAY FROM THE PREMISES OF THE POLICYHOLDER (Owned Aircraft Not Covered)

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is traveling:

- away from the premises of the Policyholder; and
- on business for the Policyholder, and in the course of the Covered Person's business.

All such trips must be authorized by the Policyholder.

This coverage does not include:

- Commuting; or
- Personal Deviations by the Covered Person of more than 7 days.

"Commuting" means regular travel between the Covered Person's home and regular place of work.

"Personal Deviation", as used here, means an activity that is not reasonably related to the Covered Person's business, including vacations or leave of absences, and are not incidental to the business trip.

This coverage will start at the actual start of a trip. It does not matter whether the trip starts at the Covered Person's home, regular place of work, or other designated place. This coverage will end when the Covered Person:

- arrives at His home, regular place of work, or other designated place, whichever happens first; or
- makes a Personal Deviation of more than 7 days.

Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.

OWNED, LEASED, OR OPERATED AIRCRAFT

We will pay the benefits described in the Policy for an Accident which occurs while a Covered Person is:

1. riding in, or getting on or off of, a covered Aircraft; or
2. as a result of a Covered Person being struck by a covered Aircraft.
3. on business for the Policyholder; and
4. in the course of the Policyholder's business.

‡**Description of Aircraft Covered** - This coverage applies only to the Aircraft described below (include make, model, license number, and passenger seating capacity):

King Air Aircraft as on file with the Policyholder

LifeLink air ambulance as under contract and on file with the Policyholder

This coverage also includes the temporary use of a substitute Aircraft, if the Aircraft described above is withdrawn from normal use due to breakdown, repair, servicing, loss or destruction. ‡

‡**Newly Acquired Aircraft:** The premium for the Policy applies only to the Aircraft listed above. However, newly acquired aircraft acquired during the policy term may be covered, subject to the following conditions:

- The Policyholder must, within 180 days after obtaining the newly acquired aircraft, submit the necessary underwriting information to Us to determine the additional risk assumed.

No coverage shall continue for more than 180 days after the Newly Acquired Aircraft is obtained unless the required report with the necessary data is supplied and the additional premium paid. Any benefits payable as the result of this provision are contingent upon premium being paid.‡

This coverage will start at the actual start of the trip. It does not matter whether the trip starts at the Covered Person's home, place of work, or other place. It will end on the first of the following dates to occur:

1. the date a Covered Person returns to his or her home;
2. the date a Covered Person returns to his or her place of work; or
3. the date a Covered Person makes a Personal Deviation of more than 7 days.

"Personal Deviation" means:

1. an activity that is not reasonably related to the Policyholder's business; and
2. not incidental to the purpose of the trip.

Aircraft Restrictions - If the Covered Accident happens while a Covered Person is riding in, or getting on or off of, an aircraft, We will pay benefits, but only if:

- a) he or she is riding as a passenger only, and not as a pilot or member of the crew; and
- b) the aircraft has a valid certificate of airworthiness; and
- c) the aircraft is flown by a pilot with a valid license ; and
- d) the aircraft is not being used for: (i) crop dusting, spraying, or seeding; firefighting; sky writing; sky diving or hang gliding; pipeline or power line inspection; aerial photography or exploration; racing, endurance tests, stunt or acrobatic flying; or (ii) any operation which requires a special permit from the FAA, even if it is granted (this does not apply if the permit is required only because of the territory flown over or landed on).
- e) a military aircraft, other than transport aircraft flown by the U.S. Military Airlift Command (MAC), or a similar air transport service of another country.

Unless otherwise stated in the Schedule of Benefits, We will pay benefits for a Covered Loss, only once, even if coverage was provided under more than one Hazard.

DESCRIPTION OF BENEFITS

All benefits payable are shown in the Schedule of Benefits.

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If Injury to the Covered Person results in any of the Covered Losses shown below, within the Time Period for Loss as shown in Schedule of Benefits, the Company will pay the percentage of the Principal Sum shown below for that loss. The Principal Sum is shown in the Schedule of Benefits. If multiple losses occur, only one Benefit, the largest, will be paid for all Covered Losses due to the same Covered Accident.

Schedule of Covered Losses

<u>Loss of:</u>	<u>Benefit:</u> (Percentage of Principal Sum)
Life	100%
Quadriplegia.....	100%
Two or More Members	100%
Hemiplegia	75%
Paraplegia.....	75%
One Member.....	50%
Uniplegia.....	25%
Thumb and Index Finger of the Same Hand	25%
Four fingers of the Same Hand	25%

“Member” means Loss of Hand or Foot, Loss of Arm or Leg, Loss of Sight, Loss of Speech and Loss of Hearing. “Loss of a hand or foot” means complete severance through or above the wrist or ankle joint. “Loss of Arm or Leg” means complete Severance through or above the elbow or knee joint. “Loss of sight” means total and permanent loss of sight of both eyes that is irrecoverable, including by surgical and artificial means. “Loss of speech” means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. “Loss of hearing” means permanent total deafness in both ears such that it cannot be corrected by any aid or device. “Loss of thumb and index finger of the same hand” means complete severance of each through or above the metacarpophalangeal joint of both digits of the same hand. Severance means the complete separation and dismemberment of the part from the body.

“Quadriplegia” means total Paralysis of both upper and lower limbs. “Hemiplegia” means total Paralysis of the upper and lower limbs on one side of the body. “Paraplegia” means total Paralysis of both lower limbs or both upper limbs. “Uniplegia” means total Paralysis of one lower limb or one upper limb.

Aggregate Limit of Liability

The maximum amount the Company will pay for all Covered Losses resulting from the same Accident will not exceed the Aggregate Limit of Liability as described in the Schedule of Benefits.

If the total amount payable for all Covered Losses in any one Accident exceeds the Aggregate Limit of Liability, each Covered Person’s Covered Loss will be paid at the same ratio that the Aggregate Limit of Liability has to the total amount of all Covered Losses. The Company shall not be liable for amounts in excess of the Aggregate Limit of Liability.

EXCLUSIONS

This Policy does not cover any loss resulting in whole or part from, or contributed to by any of the following even if the immediate cause of the loss is an accidental bodily injury, unless otherwise covered under this policy by Additional Benefits:

1. Suicide, self-destruction, attempted self-destruction or intentional self-inflicted injury while sane or insane.
2. War or any act of war, declared or undeclared.
3. Service or Active Duty in the armed forces, National Guard, military, naval or air service or organized reserve corps of any country or international organization.
4. Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.
5. Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
 - i. While riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or
 - ii. While being used for any test or experimental purpose; or
 - iii. While piloting, operating, learning to operate or serving as a member of the crew thereof; Except as a fare paying passenger on a regularly scheduled commercial airline or as a passenger in a scheduled, private aircraft used for business purposes.

ADDITIONAL ACCIDENT BENEFITS

Bereavement & Trauma Counseling Benefit

If a Covered Person suffers a Covered Loss We will reimburse the Covered Person or the Covered Person's Immediate Family member for expenses incurred within one year after the date of the Accident causing such loss for any individual or family counseling sessions up to a maximum shown in the Schedule of Benefits.

The counseling sessions must:

- 1) be required to assist the Covered Person and/or the Covered Person's Immediate Family members in coping with such loss;
- 2) be ordered and performed by a Physician; and
- 3) meet generally accepted standards of medical practice.

Only one Bereavement and Trauma Counseling Expense Benefit will be paid regardless of the number of Covered Losses incurred as the result of the same Accident.

The Company will not reimburse expenses:

- 1) for which no charge would have been made if no insurance existed;
- 2) in excess of the usual, reasonable and customary charges for similar counseling sessions in the locality where the sessions are received; or
- 3) incurred as the result of a Covered Loss caused by an Accident for which the Covered Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.

Coma Benefit

If a Covered Person suffers an Injury caused by an Accident which results in such person being in a Coma within 90 days of the Accident and if the Coma continues for at least 30 consecutive days, the Company will pay monthly benefits equal to 1% of the Covered Person's Principal Sum, the sum of which shall not exceed 100% of the Covered Person's Principal Sum.

No benefit is provided for the first 30 days of Coma. The benefit is paid monthly, beginning on the 31st day of the Coma and ends on the earliest of:

- 1) the date the Coma ends, whether by death, recovery, or any other change of condition; or
- 2) the date the total amount of monthly Coma benefits paid for all Injuries caused by the same Accident equals 100% of the Covered Person's Principal Sum.

If the Covered Person suffers loss of life for which Accidental Death Benefits are payable under this Policy as a result of the same Accident which caused the Coma, or if he or she remains in a Coma at the end of 11 continuous months, an additional benefit will be paid equal to the Covered Person's Amount of Insurance less any Coma Benefits paid or other benefits payable under this Policy for any other losses incurred as a result of the same Accident.

Under no circumstances will the Company pay more than the Covered Person's Principal Sum for all Covered Losses combined, including this Coma Benefit, which are incurred as the result of the same Accident.

The Covered Person's designated beneficiary is responsible for providing the Company proof of continuing Coma. The Company reserves the right, at the end of the first 30 consecutive days of Coma and as often as it may reasonably require thereafter, to determine, on the basis of all the facts and circumstances, that the Covered Person is in a Coma, including, but not limited to, requiring an independent medical examination provided at the expense of the Company.

“Coma” means being in a state of profound unconsciousness which resulted directly and independently from all other causes from an Accident, and from which the Covered Person is not likely to be aroused through powerful stimulation. This condition must be diagnosed and treated regularly by a Physician. Coma does not mean any state of unconsciousness intentionally induced during the course of treatment of a Covered Injury unless the state of unconsciousness results from the administration of anesthesia in preparation for surgical treatment of that Accident.

Emergency Medical Evacuation Benefit

We will pay Emergency Medical Evacuation Benefits for Covered Expenses incurred for the medical evacuation of a Covered Person subject to all applicable policy conditions and exclusions. Benefits are payable up to the Benefit Maximum shown in the Schedule of Benefits if the Covered Person:

1. suffers a Medical Emergency or Covered Accident;
2. requires emergency medical evacuation; and
3. is traveling 100 miles or more from the Covered Person’s place of residence.

Covered Expenses:

1. Medical Transport: expenses for transportation under medical supervision to a different Hospital, treatment facility and to the Covered Person’s place of residence for Medically Necessary treatment in the event of the Covered Person’s Medical Emergency and upon the request of the Physician designated by Our assistance provider in consultation with the local attending Physician.
2. Dispatch of a Physician: the Physician’s travel expenses and the medical services provided on location, if, based on the information available, a Covered Person’s condition cannot be adequately assessed to evaluate the need for transport or evacuation and a Physician is dispatched by Our service provider to the Covered Person’s location to make the assessment.
3. Return of dependent Child(ren): expenses to return each dependent Child who is under age 26 to his or her principal residence if a) the Covered Person is the only person traveling with the minor dependent Child(ren); and b) the Covered Person suffers a Medical Emergency or covered Accident and must be confined in a Hospital.
4. Escort Services: expenses for an Immediate Family member or companion who is traveling with the Covered Person to join the Covered Person during the Covered Person’s emergency medical evacuation to a different hospital, treatment facility or the Covered Person’s place of residence.

Benefits for these Covered Expenses will not be payable unless:

1. the Physician ordering the emergency medical evacuation certifies the severity of the Covered Person’s Medical Emergency requires an emergency medical evacuation;
2. all transportation arrangements made for the emergency medical evacuation are by the most direct and economical conveyance and route possible;
3. the charges incurred are Medically Necessary and do not exceed the Usual and Customary Charges for similar transportation, treatment, services or supplies in the locality where the expense is incurred; and
4. do not include charges that would not have been made if there were no insurance.

“Medical Emergency” means a condition that manifests itself by symptoms of sufficient severity that a prudent layperson possessing an average knowledge of health and medicine would reasonably expect that failure to receive immediate medical attention would place the health of the person in serious jeopardy. The Medical Emergency must first manifest itself suddenly and unexpectedly while the Covered Person is covered under this policy.

Benefits will not be payable unless We authorize in writing, or by an authorized electronic or telephonic means, all expenses in advance, and services are authorized by Our assistance provider. In the event the Covered Person refuses to be medically evacuated, We will not be liable for any medical expenses incurred after the date medical evacuation is recommended.

Home Alteration and Vehicle Modification Benefit

We will pay this benefit when the Covered Person suffers a Covered Loss, other than loss of life, resulting directly and independently of all other causes from a Covered Accident.

This benefit will be payable if all of the following conditions are met.

- 1) prior to the date of the Covered Accident causing such a Covered Loss, the Covered Person did not require the use of any adaptive devices or adaptation of residence and/or vehicle; and
- 2) as a direct result of such Covered Loss the Covered Person now requires such adaptive devices or adaptation of residence and/or vehicle to maintain an independent lifestyle; and
- 3) The Covered Person requires home alteration or vehicle modification within one year of the date of the Covered Accident.

Loss of Use

Loss of Use loss is hereby added to the list of Covered Losses for which Accidental Death and Dismemberment Benefits are payable under this Policy. Benefits amounts are shown in the Schedule of Benefits.

Loss of Use means loss of functional, normal, or characteristic use or paralysis of the entire arm and/or leg, hand and/or foot, which continues without interruption for a period of 12 consecutive months and at the end of such period is determined by a Physician to be continuous, permanent and irrecoverable.

Arm means the entire arm from the shoulder joint including the attached hand. **Leg** means the entire leg from the hip joint including the attached foot.

Hand means the entire hand from the wrist joint.

Foot means the entire foot from the ankle joint.

The final determination as to whether a "Loss of Use" is permanent and irrecoverable will be made through use of the most current edition of the "Guides to the Evaluation of Permanent Impairment" published by the American Medical Association. (In the event the referenced guide ceases to be published, the Company will select another appropriate measurement of impairment values.) The determination must be made by a Physician. The Company has a right, at its own expense, to have the determination verified by a Physician of the Company's choice.

The 12 consecutive month waiting period will be waived if the "Loss of Use" is due solely to complete and irreversible paralysis.

If a Covered Person sustains more than one such loss as the result of any one Covered Accident, the Company will pay only the largest amount to which the Covered Person is entitled. This amount will not exceed the Principal Sum

Rehabilitation Expense Benefit

If a Covered Person suffers a Covered Loss the Company will reimburse the Covered Person for expenses incurred within two years after the date of the Covered Accident causing such loss, per Accident, which are charged for:

- 1) physical, occupational, speech or hearing therapy, or other rehabilitation training for which measurable improvement is expected within a reasonable time; and
- 2) Medically Necessary services or supplies related to rehabilitation therapy.

The therapy, training, services or supplies must:

- 1) meet generally accepted standards of medical practice; and
- 2) be provided by or under the supervision of a Physician.

Only one Rehabilitation Expense Benefit will be paid regardless of the number of Covered Losses incurred as the result of the same Covered Accident.

The Company will not reimburse expenses:

- 1) for which no charge would have been made if no insurance existed;
- 2) in excess of the Usual and Customary Charges for similar services in the locality where the services are received (for hospital room and board charges, does not exceed the most common charge for semi-private room and board in the Hospital where the expense is incurred); or
- 3) as the result of an Injury caused by an Accident for which the Covered Person is entitled to benefits paid or payable by Workers' Compensation or other similar law.

Repatriation Benefit

We will pay Eligible Expenses incurred for the return of the Covered Person's remains to His or Her place of residence in His or Her home country and state if the Covered Person's death results directly and independently of all other causes from a Medical Emergency or Covered Accident outside of His/Her home state or more than 100 miles from the Covered Person's place of residence.

"Eligible Expenses" means costs, pre-approved by Us and incurred for embalming, cremation, coffin or urn, transportation of the body or remains, necessary travel expenses of an escort. Necessary travel expenses are limited to food, hotel room and economy class transportation charges.

Safety Device Benefit

If a Covered Person suffers loss of life while driving or riding in an Automobile, for which Accidental Death Benefits are payable under this Policy, the Company will pay an additional benefit shown in the Schedule of Benefits if:

- 1) the Automobile is equipped with original, factory-installed Seat Belts;
- 2) the Seat Belt was in actual use by the Covered Person and properly fastened at the time of the Covered Accident; and
- 3) the position of the Seat Belt is confirmed in the official report of the Covered Accident; or by the investigating officer.

The Company will pay another additional benefit shown in the Schedule of Benefits if the Covered Person is:

- 1) positioned in a seat protected by a properly functioning, original, factory-installed Air Bag that inflates on impact; and
- 2) the proper inflation of the Air Bag is certified in the official report of the Covered Accident or by the investigating officer.

Automobile means a self-propelled private passenger motor vehicle with four or more wheels that is of a type both designed and required to be licensed for use on the highways of any state or country. Automobile includes, but is not limited to, a sedan, station wagon, sport utility vehicle, pick-up, panel, van, camper or motor home. Automobile does not include a mobile home or any motor vehicle that is used in mass or public transit.

Seat Belt means those belts that form an occupant restraint system and includes infant and child passenger restraint systems when properly used with a seat belt.

Air Bag means a safety device designed to inflate upon collision.

Severe Burn Benefit

If a Covered Person suffers a Severe Burn as the result of an Accident, the Company will pay a benefit as shown in the Schedule of Benefits.

The determination of whether or not an area of the body is Severely Burned, and what proportion of its surface is Severely Burned, must be made by a Physician. The Company has a right, at its own expense, to have the determination verified by a Physician of the Company's choice.

Severe Burn/Severely Burned means cosmetic disfigurement of the surface of a body area due to an Injury caused by a Covered Accident that is a full-thickness or third-degree burn, as determined by a Physician. (A full-thickness or third-degree burn is the destruction of the skin through the entire thickness or depth of the dermis and possibly into underlying tissues, with loss of fluid and sometimes shock, by means of exposure to fire, heat, caustics, electricity or radiation).

Under no circumstances will the Company pay more than the Covered Person's Principal Sum for all Covered Losses combined, including this Severe Burn Benefit, which are incurred as the result of the same Covered Accident.

CLAIMS PROVISIONS

NOTICE OF CLAIM: Written notice of death or injury must be given to the Company within 30 days after a Covered Loss begins or as soon as reasonably possible. Notice can be given to the Company at Health Special Risk, Inc. (HSR), HSR Plaza II, 4100 Medical Parkway, Carrollton, TX 75007, Attention Claims Department.

Notice should include the Covered Person's name and address as well as this Policy Number. If written notice is not received within 30 days, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the 30 day period; and
- 2) it is further shown that notice was given as soon as possible.

CLAIM FORMS: When the Company receives a notice of claim, the Company will send forms for filing proof of loss. If claim forms are not sent within 15 days after receipt of such notice, Proof of Loss requirements stated below will be deemed to have been met if, within the Proof of Loss time period specified below, written proof of the nature and extent of the loss is submitted.

PROOF OF LOSS: Written proof of loss must be given to the Company within 90 days after the date of loss. If the proof of loss is not submitted within 90 day, the claim may be reduced or invalidated. However, the claim will not be reduced or invalidated if:

- 1) it can be shown that it was not possible within reason to submit notice within the 90 day period; and
- 2) it is further shown that notice was given as soon as possible, and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.

TIME OF PAYMENT OF CLAIMS: Benefits for loss covered by this Policy, other than benefits that require periodic payment, will be paid as soon as the Company receives proper written proof of such loss. Benefits for loss covered by this Policy that require periodic payment shall be paid monthly provided that the Company receives proper written proof of such loss.

PAYMENT OF CLAIMS: All benefits will be paid in United States currency. Loss of life benefits will be paid to the beneficiary as described in the Designation or Change of Beneficiary provision of this Policy entitled 'General Policy Provisions'. To receive proceeds, a beneficiary must be living on the earlier of the following dates: the date the Company receives proof of the loss of life; or the 10th day after the death.

All other benefits will be paid to the Covered Person suffering the loss. If the Covered Person dies before all payments due have been made, the amount still payable will be paid to his/her beneficiary as described in the Designation and Change of Beneficiary provision of this Policy entitled 'General Policy Provisions'.

EXPOSURE AND DISAPPEARANCE: A Covered Person will be presumed to have died due to covered Injuries, if while insurance is in effect He suffers Covered Loss due to exposure to the elements.

A Covered Person will be presumed to have died, if, while insurance is in effect and after the forced landing, stranding, sinking or wrecking of a covered vehicle:

- 1) He disappears; and
- 2) His body is not found within a year of the Accident; and
- 3) a valid death certificate or other legal proof of death is issued by a court of appropriate jurisdiction.

PHYSICAL EXAMINATIONS AND AUTOPSY: We have the right to have a Physician of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. We also have the right to request an autopsy in the case of death, unless the law forbids it. We will pay the cost of the examination or autopsy.

RECOVERY OF OVERPAYMENT: If benefits are overpaid, or paid in error We have the right to recover the amount overpaid or paid in error by any of the following methods:

- 1) A request for lump sum payment of the amount overpaid or paid in error; or
- 2) Reduction of any proceeds payable under this Policy by the amount overpaid or paid in error.

GENERAL POLICY PROVISIONS

ENTIRE CONTRACT/CHANGES: This Policy, with the Policyholder's Master Application and all endorsements, amendments and attached papers is the entire contract between the Policyholder and the Company.

Changes to this Policy may be made at any time by an endorsement or amendment and must be agreed upon, in writing, between the Policyholder and the Company. The Company may also, upon 31 days written notice to the Policyholder, change or modify the provisions of this Policy to comply with any applicable requirements of the Internal Revenue Service and/or any state or other federal law or regulation. No agent may change this Policy or waive any of its provisions.

TIME LIMIT ON CERTAIN DEFENSES: In the absence of fraud, all statements made by the Policyholder or by a Covered Person shall be deemed representations and not warranties. No such statement shall be used to contest this Policy or reduce benefits unless contained in a signed, written application, a copy of which has been provided to the person who made the statement, or to their beneficiary or representative. No such statement will be used to contest this Policy after this Policy has been in force for two years.

CLERICAL ERROR: Clerical error in keeping any records pertaining to the coverage, whether by the Policyholder or by the Company, will not invalidate coverage otherwise validly in force nor continue coverage otherwise validly terminated, provided such clerical error is not prejudicial to the Company and is rectified promptly upon discovery.

CONFORMITY WITH STATE STATUTES: Any provision of this Policy in conflict on its effective date with the laws of the State of Issue indicated on the front page of this Policy is amended to conform to the minimum requirements of such laws.

DESIGNATION OR CHANGE OF BENEFICIARY: Each Covered Person may designate a beneficiary to whom loss of life benefits are payable. The designation shall be as follows in descending order of preference:

- 1) Beneficiaries designated in writing by the Covered Person for this Policy on file with the Policyholder, if any, otherwise;
- 2) Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Policyholder, if any, otherwise;
- 3) In equal shares to the members of the first surviving class of those that follow, if any:
 - a) a Covered Person's lawful spouse, if not legally separated or divorced;
 - b) a Covered Person's natural Child, adopted Child, foster Child, step-Child, or other Child for whom the Covered Person has or had legal guardianship (proof will be required); or
 - c) a Covered Person's parents, whether natural, step or adoptive; otherwise.
- 4) The estate of the Covered Person.

A Covered Person may change his/her beneficiary designation from time to time without the consent of the designated beneficiary by giving notice, in writing, to the Policyholder. When a request for designation or change is received by the Policyholder, it will take effect on the date of its execution, whether or not the Covered Person is living on the date it is received by the Policyholder. Any interest created by the request will be subject to any payment made or action taken before its receipt.

A Dependent's beneficiary is the Covered Person. If no beneficiary is living on the date of a Dependent's death, the beneficiary is the Covered Person's estate.

ASSIGNMENT: No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment.

INSOLVENCY: The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in this Policy. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Covered Persons under this Policy.

LEGAL ACTION: All Policy terms will be interpreted under the laws of the state in which this Policy was issued. No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has been furnished. No legal action may be brought after three (3) years from the time written Proof of Loss is required to be furnished.

MISSTATED DATA: The Company has relied upon the underwriting information provided by the Policyholder, its Third Party Administrator or other Agent in the issuance of this Policy. Should subsequent information become known which, if known prior to issuance of this Policy, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date of issuance, by providing written notice to the Policyholder.

WAIVER: Failure of the Company to strictly enforce its rights under this Policy at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time under the same or different circumstances.

WORKERS' COMPENSATION: This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.